

TERMS AND CONDITIONS OF BANCIBO, SE

For BANCIBO Prepaid Mastercard® cards

Valid as of 1st of January 2022

These terms and conditions have been issued by BANCIBO, SE, ID No.: 24236501, a corporation having its registered office at Václavské náměstí 1306/55, Nové Město, 110 00 Prague 1 (hereinafter referred to as “**BANCIBO, SE**”).

1. Introduction

These terms and conditions govern the issuance and use of BANCIBO payment cards through BANCIBO and the provision of related payment services on the basis of an agreement that you have concluded or are planning to conclude with us, BANCIBO, SE. We provide payment cards and related payment services as a small e-money issuer and authorised agent of a foreign payment services provider regulated by the Czech National Bank on the basis of our cooperation with a foreign electronic money institution providing cross-border services in the Czech Republic, PFS Card Services (Ireland) Limited, a company established in Ireland, reg. No. 590062, having its registered office at Front Office, Scurlockstown Business Park, Trim, Co. Meath, Ireland, C15 K2R9 (hereinafter referred to as “**PCSIL**”). PCSIL is a member of the Mastercard card scheme and ensures for us issuance of cards in the scheme. In using our services, you also use systems operated by PCSIL and therefore, it is necessary to adhere to the terms and conditions (hereinafter referred to as “**PCSIL Terms and Conditions**”) and personal data protection principles (hereinafter referred to as “**PCSIL Privacy Policy**”) issued by PCSIL which can be found in Czech and English at the following links:

<http://www.bancibo.com>

By entering into the agreement, you consent to adhere to these terms and conditions and also to the PCSIL Terms and Conditions. An agreement concluded between you and BANCIBO is governed by the laws of the Czech Republic, in particular Act No. 370/2017 Sb., on payment systems. Furthermore, by entering into the agreement, you consent to the processing of your personal data in line with the privacy policy that can be found in Czech and English at the following links:

<http://www.bancibo.com>

These terms and conditions also include the Fees & Limits Schedule which can be found in Czech and English at the following links:

<http://www.bancibo.com>

The BANCIBO website always features also information about the time and payment limits applicable to the provision of payment services.

We use the Czech and English languages in our contractual documentation and in our mutual communication. Any and all information relating to your account and to your card can be found on the BANCIBO website at (www.bancibo.com) or on individual websites created for individual clients and card types or on the websites of BANCIBO, SE’s business partners who are authorised to provide

payment services subject to these terms and conditions. We will be happy to provide you with a copy of the agreement, terms and conditions, Fees & Limits Schedule, statement of recent transactions and transfers, and any other document at your request by e-mail or through your account.

For details about the scope of the BANCIBO, SE licence, see the public register at https://apl.cnb.cz/apljerrsdad/JERRS.WEB07.INTRO_PAGE?p_lang=en.

Contact information:

You can manage your card and your account on the website www.bancibo.com, by e-mail (cards@bancibo.com) or by telephone at (+420 277 015 271).

What to do if you lose your card:

If you have lost your card or it was stolen, please block it immediately through your account at www.bancibo.com or lock it by sending a text message in the following format: "LOCK <last 4 digits of your card number>" to +420 736 352 434, e.g., LOCK 1234, and immediately thereafter report the loss / theft or abuse of your card to the customer line at (+420 736 352 434 or cards@bancibo.com), on business days between 8:00 a.m. and 4:00 p.m.

If you lock your card by text message, you can unlock it again by sending a text message in the following format: "UNLOCK <last 4 digits of your card number>" to +420 736 352 434, e.g., UNLOCK 1234.

2. Card request and conclusion of an agreement

You can place an order for an BANCIBO card through BANCIBO using a form on the BANCIBO website. You will be asked to provide your personal data for a verification of your identity and to read and give your consent to these terms and conditions, the privacy policy, the PCSIL Terms and Conditions and the PCSIL Privacy Policy. Mandatory items are marked with an asterisk.

Before completing your card request and opening your account, we must check your identity. We verify it by remote means using a simple mobile application which means that you can do this whole process in the peace and comfort of your home, at work, or from any place you travel to. You only need to download the application at the link sent to you by PCSIL and install it in your mobile telephone. The application will guide you through all of the subsequent steps. Please have an identification document ready (your citizen ID card, passport, driver's licence, permanent residence permit). As a measure to prevent the legalisation of the proceeds of crime and financing of terrorism, the application will check a photograph from your identification document, a selfie photograph (or video) whether it is really you and whether special rules do not apply to you.

As soon as we receive all of the information requested by the application and the check is complete, we will inform you by e-mail whether your request has been approved.

The agreement is then concluded upon the delivery of an e-mail to you informing you of the approval of your request and delivering to you your user name and password for your account (the user ID and password shall hereinafter be jointly referred to as "**Access Codes**"). From that moment, you can use your account, receive and make payments, and use your virtual BANCIBO card that will be provided to you through your account.

A physical plastic BANCIBO, SE card will be delivered to you at the address you specify in your card request form usually within 10 business days of the successful completion of the application process. If you do not receive your card within 10 business days, please contact us and we will resolve the problem together.

As soon as the card is delivered to you, sign it in the signature strip on the reverse, best using a felt-tip pen. This will reduce the risk if your card is stolen or lost. In order for you to be able to make full use of your card, you first need to activate it. Activate it through your account at the BANCIBO website.

You may request up to three additional cards to your account (the “**Additional Cards**”), which can be used by other persons (the “**Additional Cardholders**”). The Additional Cardholder must be at least 15 years old, if you are the legal guardian of this person. Other Additional Cardholders must be at least 18 years old.

3. Payment Authorisation

Article 5 of the PCSIL Terms and Conditions regulates the use of payment cards, including payment transaction authorisation rules. That article is supplemented with payment transaction authorisation methods, which take place as follows:

- a) Payment transaction authorisation through an ATM (cash withdrawal) is made by you inserting your card in an ATM and you entering your PIN code;
- b) Payment transaction authorisation for the purpose of purchasing goods or services at a point of sale is made by following the instructions of the vendor for the authorisation of the transaction, which may include placement of a card in a terminal, sliding of a card through the terminal scanner, placing a card in the vicinity of a contactless terminal for the purpose of payment entering of a PIN and signing of a payment slip;
- c) Payment transaction authorisation for the purpose of purchasing goods or services through the Internet or a mobile device is made by following the instructions of the vendor for the authorisation of the transaction, by providing card details and any other information;
- d) Authorisation of a SEPA payment or another payment is made by entering access information for your account and following instructions in your account, by completing a payment form and clicking on the “Pay” button.

If you are authorising a payment transaction outside of business days between 9:00 a.m. and 4:00 p.m. or during the last hour of a business day, we will deem the transaction received at the beginning of the next business day.

Please understand that as soon as you use your card to pay for goods or services, we are unable to stop or cancel the payment transaction.

4. Liability

As payees, you are liable for losses from unauthorised payment transactions up to the equivalent of 50 euros subject to the conditions set out in the PCSIL Terms and Conditions.

You bear any loss from unauthorised payment transactions in full if you caused that loss by your fraudulent conduct or by violating, willingly or in gross negligence, your obligation to use means of payment (your card or your account) in accordance with the agreement and the terms and conditions and to take any and all measures to protect the safety features of the means of payment, or if you fail

to inform us without undue delay of you discovering that your means of payment has been lost, stolen, abused, or used without authorisation.

With the exception of cases explicitly stipulated by law and with the exception of the cases specified in the PCSIL Terms and Conditions, for which we are not liable, our liability for damages arising in connection with the agreement or the terms and conditions shall at all times be limited to CZK 5,000 for every 12 months.

5. Rectifying an incorrectly executed payment transaction

If a transaction is executed incorrectly, we will immediately remedy the situation. We do not have the obligation to refund money from an incorrectly executed transaction if we can prove to you, as the payer (and where possible also to the payee's provider) that the amount of the incorrectly executed payment transaction was credited to the payee's provider's account and the error is therefore more likely on their side. In that case, the incorrectly executed payment transaction will be rectified by the payee's provider towards the payee. An incorrectly executed transaction is not one that was to take place on the basis of the payee's payment order (or the payer's order made through the payee) of the order was not handed over to us by the payee's provider duly or at all.

We are only liable for an incorrectly executed payment transaction to your account if the payer's provider is not liable for it.

In the event of an indirect payment order service, we will only provide to you any performance for which another provider is liable to us in relation to an incorrectly executed transaction if we receive the relevant amount from the other provider.

If we are obliged to rectify an incorrectly executed payment, transfer, or SEPA payment to you as the payer and you inform us that you do not insist on the payment transaction being executed, we will immediately bring your account to a state in which it would have been if the funds had not been debited or we will refund the payment transaction amount, any fee paid, and lost interest if the previously described procedure is not possible or appropriate. This procedure shall be applied in relation to the amount of an incorrectly executed payment transaction that had not been credited to the payee's provider's account before your notice that you do not insist on the execution of the payment transaction and provided we can prove this credit to you and, where possible, also to the payee's provider.

If we are obliged to rectify an incorrectly executed payment, transfer, or SEPA payment to you as the payer and you do not inform us that you do not insist on the payment transaction being executed, we will immediately ensure the crediting of the amount of the incorrectly executed payment transaction to the account of the payee's provider and bring your account to a state in which it would have been had we executed the payment transaction correctly. If this is not possible or appropriate, we will cancel the payment transaction and refund to you the amount of the incorrectly executed transaction, any fee paid, and any lost interest.

If we are obliged to rectify an incorrectly executed payment, transfer, or SEPA payment to you as the payee, we will immediately bring your account to a state in which it would have been had we executed the payment transaction correctly. If this is not possible or appropriate, we will return the amount of the incorrectly executed transaction to the payer and give you the fees paid and the lost interest.

6. Redeemability of electronic money

You can contact us at any time during the terms of the agreement and prior to the expiration of 3 years after the termination of the agreement and request a redemption (the exchange of electronic money).

If you request a redemption before the agreement termination date, we will execute the exchange to the extent you have requested. If it is required for the processing of your redemption request, we can demand the provision of information and documents to verify your identity in order to comply with conditions set by the law and regulatory requirements.

If you request a redemption on the date of the termination of the agreement or within one year of its termination, we will carry out the redemption in full. If it is not possible to determine which portion of the funds we have received is dedicated to payment transactions concerning electronic money, the right to redemption shall apply to all fund thus received and the exchange shall be made to the extent to which the holder has requested it.

If you request a redemption prior to the termination of the agreement or more than one year after its termination, you may be charged a fee according to the Fees & Limits Schedule.

7. Agreement termination

Because our agreement was concluded through remote means, you can withdraw from it without stating the reason and free of any contractual sanction within 14 days of its conclusion, i.e., of the date of the successful registration of your account. We may, however, ask you to immediately pay the appropriate price of any services that have already been provided to you.

You can inform us that you are withdrawing from the agreement by e-mail (cards@bancibo.com) or send your notice of withdrawal in writing to BANCIBO, SE, Václavské náměstí 1306/55, 110 00 Prague 1; at the same time, you must cease to use our card and payment services. In order for us to be able to accept your withdrawal from the agreement, it is necessary for this notice to be given or sent to us no later than on the last day of the said 14-day period. Withdrawal from the agreement will only be valid and take effect once we verify that the withdrawal information was indeed provided to us by you.

As soon as we receive information of your withdrawal and verify your identity, we will terminate the provision of payment services to you. We will refund the available balance amount to you as soon as we establish that we have received all details of all transactions made, but no later than within 30 business days of the day on which we receive information about your withdrawal from the agreement.

In the event of the termination of the agreement by any means, you are not entitled to a refund of any monies already used for the making of payment transactions authorised or waiting for processing or to a refund of any fees for the use of your card or your account.

8. Fees

Details of fees related to your card and your account can be found in the enclosed Fees & Limits Schedule. The Fees & Limits Schedule is a publicly available document that features a detailed schedule of all fees that we may charge you as compensation of costs related to the provision of our services. The fee rates are listed in EUR and are inclusive of value-added tax.

The current fee amounts are available on the BANCIBO website and will be sent to you any time by e-mail at your request.

By entering into the agreement, you also consent to the Fees & Limits Schedule and undertake to pay the applicable fees related to the use of your card and your account. If there is a sufficient balance in your account, fees will be deducted automatically.

9. Intellectual property and information protection

All intellectual property rights related to the card and the account worldwide belong to PCSIL or to BANCIBO, SE. You use your card and/or your account on the basis of a licence on the basis of which you can only use the card in line with these terms and conditions. You do not have a right of access to basic software, in particular not in the form of the source code or unlocked coding or with commentary.

Cards and accounts constitute, in all regards, including their specific design and structure in line with the individual programme, a part of the business secret of PCSIL or BANCIBO, SE and/or are protected by copyright. By entering into the agreement, you agree to not publish, disclose, copy, or make otherwise available to a third party any such business secret or copyrighted material without the prior written consent of PCSIL or BANCIBO, SE.

10. Funds protection

All relevant funds corresponding to the balance of your account are segregated from our own funds and from the funds of other parties and are held in a separate account in accordance with the safeguarding requirements of the act on payment systems. In the event that we became insolvent your funds are protected against claims made by any of our creditors.

11. Change in terms and conditions

Please understand that the text of these terms and conditions may be amended or supplemented from time to time. In that case, you can terminate the agreement without any sanction. You will be notified of any and all changes through your account or by e-mail or text message at least two months in advance. Please understand that by using your card or other payment services after the expiration of the two-month period, you consent to being bound by the updated terms and conditions. Should you not wish to be bound by the updated terms and conditions, you need to stop using payment services and terminate the agreement by taking the steps set out in the PCSIL Terms and Conditions before the expiration of the two-month period.

Should a court or another competent body find any provision of these terms and conditions or any part thereof invalid, unlawful, or unenforceable, that provision or its part shall be deemed voided to the required extent. This shall not prejudice the validity and enforceability of any other provisions of these terms and conditions. We are entitled to replace and invalid / voided provision with a new, valid and effective provision that best corresponds to the originally intended purpose of the invalid / voided provision.

12. Legal regulation and dispute resolution

The agreement and these terms and conditions shall be governed by and interpreted in accordance with the laws of the Czech Republic. Competent courts of the Czech Republic shall have jurisdiction to decide disputes from the agreement or terms and conditions or any disputes between us in any way related to the agreement or terms and conditions.

In the event of a dispute arising from the agreement or in relation thereto, you can use, free of charge, out-of-court dispute settlement services of the Financial Arbitrator of the Czech Republic who has jurisdiction to resolve disputes between consumers and payment institutions. The jurisdiction of the Financial Arbitrator of the Czech Republic is set out in Section 1(1) of Act No. 229/2002 Coll., on the financial arbitrator. You can contact the financial arbitrator in writing at Legerova 1581/69, 110 00 Prague 1, by e-mail at arbitr@finarbitr.cz or by telephone at +420 257 042 094.